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7 **UNITED STATES DISTRICT COURT**  
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9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 JEFFREY GOODIN,

12 Plaintiff,

13  
14 v.

15 CITY OF GLENDORA;  
16 DETECTIVE CRAWFORD;  
17 DETECTIVE ZIINO;  
18 LIEUTENANT DEMOND;  
19 SERGEANT AMARO; OFFICER  
20 STEIN; OFFICER HOWELL;  
21 SERGEANT BARRETT;  
22 SERGEANT GOLD; and, DOES 1  
23 through 25, inclusive,  
24  
25

26 Defendants.  
27  
28

Case No.: 2:17-cv-03567-FMO-PLAx

**STIPULATED PROTECTIVE  
ORDER**

Trial Date: 7/24/2018

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use

1 for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
2 the parties hereby stipulate to and petition the Court to enter the following Stipulated  
3 Protective Order. The parties acknowledge that this Order does not confer blanket  
4 protections on all disclosures or responses to discovery and that the protection it  
5 affords from public disclosure and use extends only to the limited information  
6 or items that are entitled to confidential treatment under the applicable legal  
7 principles. The parties further acknowledge, as set forth in Section 12.3, below, that  
8 this Stipulated Protective Order does not entitle them to file confidential information  
9 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
10 the standards that will be applied when a party seeks permission from the court to file  
11 material under seal.

## 12 B. GOOD CAUSE STATEMENT

### 13 1.1 Defendants' Contentions.

14 Defendants contend that there is good cause and a particularized need for a  
15 protective order to preserve the interests of confidentiality and privacy in peace officer  
16 personnel file records and associated investigative or confidential records for the  
17 following reasons. Plaintiff does not agree with and does not stipulate to defendants'  
18 contentions in this section below.

19 First, defendants contend that peace officers have a federal privilege of  
20 privacy in their personnel file records: a reasonable expectation of privacy therein that  
21 is underscored, specified, and arguably heightened by the Pitchess protective  
22 procedure of California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,  
23 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665,  
24 \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to  
25 privilege based discovery disputes involving federal claims,” the “state privilege law  
26 which is consistent with its federal equivalent significantly assists in applying  
27 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.  
28 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based

1 “privacy rights [that] are not inconsequential” in their police personnel records); cf.  
2 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Under California  
3 law, peace officer personnel file information is presumed confidential and such may  
4 not be discovered or disclosed absent a Pitchess Order. See, e.g., Warrick v. Superior  
5 Ct., 35 Cal.4th 1011 (2005); City of Hemet v. Superior Ct. (1995) 37 Cal.App.4th  
6 1411. Defendants further contend that uncontrolled disclosure of such personnel file  
7 information and/or certain investigative information can threaten the safety of non-  
8 party witnesses, officers, and their families/associates; accordingly, such information  
9 is also subject to various privileges. See, e.g., Cal. Gov. Code § 6254(f) (law  
10 enforcement investigative privilege); Cal. Evid. Code §§ 952-954 (attorney-client  
11 privilege); cf. Cal. R. Ct. 1.20(b) (mandatory privacy protections in public court  
12 records); U.S. Const., amend V, XIV.

13 Second, defendants contend that municipalities and law enforcement agencies  
14 have federal deliberative-executive process privilege, federal official information  
15 privilege, federal law enforcement privilege, and federal attorney-client privilege  
16 (and/or attorney work-product protection) interests in the personnel files of their peace  
17 officers – particularly as to those portions of peace officer personnel files that contain  
18 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or  
19 communications for the purposes of obtaining or rendering legal advice or analysis –  
20 potentially including but not limited to evaluative/analytical portions of Internal  
21 Affairs type records or reports, evaluative/analytical portions of supervisory records or  
22 reports, and/or reports prepared at the direction of counsel, or for the purpose of  
23 obtaining or rendering legal advice. See Sanchez, 936 F.2d at 1033-1034; Maricopa  
24 Audubon Soc’y v. United States Forest Serv., 108 F.3d 1089, 1092-1095 (9th Cir.  
25 1997); Soto, 162 F.R.D. at 613, 613 n. 4; Kelly v. City of San Jose, 114 F.R.D. 654,  
26 668-671 (N.D. Cal. 1987); Tuite v. Henry, 181 F.R.D. 175, 176-177 (D. D.C. 1998);  
27 Hamstreet v. Duncan, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); Admiral Ins. Co.  
28 v. United States Dist. Ct., 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants

1 further contend that such personnel file records are restricted from disclosure by the  
2 public entity's custodian of records pursuant to applicable California law and that  
3 uncontrolled release is likely to result in needless intrusion of officer privacy;  
4 impairment in the collection of third-party witness information and statements and  
5 related legitimate law enforcement investigations/interests; and a chilling of open and  
6 honest discussion regarding and/or investigation into alleged misconduct that can  
7 erode a public entity's ability to identify and/or implement any remedial measures  
8 that may be required.

9 Third, defendants contend that, since peace officers do not have the same  
10 rights as other private citizens to avoid giving compelled statements, it is contrary to  
11 the fundamental principles of fairness to permit uncontrolled release of officers'  
12 compelled statements. See generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822,  
13 828-830 (1985); cf. U.S. Const., amend V.

14 1.2. Plaintiff does not agree with and does not stipulate to defendants'  
15 contention herein above, and nothing in this Stipulation or its associated Order shall  
16 resolve the parties' disagreement, or bind them, concerning the legal statements and  
17 claimed privileges set forth above.

18 1.3. The parties jointly contend that there is typically a particularized need  
19 for protection as to any medical or psychotherapeutic records, because of the privacy  
20 interests at stake therein. Because of these sensitive interests, a Court Order should  
21 address these documents rather than a private agreement between the parties.

22 1.4. The parties therefore stipulate that there is Good Cause for, and hereby  
23 jointly request that the Honorable Court issue/enter, a Protective Order re confidential  
24 documents consistent with the terms and provisions of this Stipulation. However, the  
25 entry of a Protective Order by the Court pursuant to this Stipulation shall not be  
26 construed as any ruling by the Court on the aforementioned legal statements or  
27 privilege claims in this section, nor shall this section be construed as part of any such  
28 Court Order.

1 Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the parties are entitled to keep confidential, to ensure that the  
4 parties are permitted reasonable necessary uses of such material in preparation for and  
5 in the conduct of trial, to address their handling at the end of the litigation, and serve  
6 the ends of justice, a protective order for such information is justified in this matter. It  
7 is the intent of the parties that information will not be designated as confidential for  
8 tactical reasons and that nothing be so designated without a good faith belief that it  
9 has been maintained in a confidential, non-public manner, and there is good cause  
10 why it should not be part of the public record of this case.

## 11 2. DEFINITIONS

12 2.1 Action: [this pending federal law suit]. [\*Option: consolidated or related  
13 actions.]

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for protection  
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
19 Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of  
26 the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced or  
28 generated in disclosures or responses to discovery in this matter.

1           2.7   Expert: a person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3   expert witness or as a consultant in this Action.

4           2.8   House Counsel: attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7           2.9   Non-Party: any natural person, partnership, corporation, association, or  
8   other legal entity not named as a Party to this action.

9           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
10   to this Action but are retained to represent or advise a party to this Action and have  
11   appeared in this Action on behalf of that party or are affiliated with a law firm that has  
12   appeared on behalf of that party, including support staff.

13          2.11   Party: any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts, and Outside Counsel of Record (and their  
15   support staffs).

16          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
17   Discovery Material in this Action.

18          2.13   Professional Vendors: persons or entities that provide litigation support  
19   services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21   and their employees and subcontractors.

22          2.14   Protected Material: any Disclosure or Discovery Material that is  
23   designated as “CONFIDENTIAL.”

24          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
25   from a Producing Party.

### 26           3.     SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28   Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
3 or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

#### 6 4. DURATION

7 Once a case proceeds to trial, all of the court-filed information to be  
8 introduced that was previously designated as confidential or maintained pursuant to  
9 this protective order becomes public and will be presumptively available to all  
10 members of the public, including the press, unless compelling reasons supported by  
11 specific factual findings to proceed otherwise are made to the trial judge in advance of  
12 the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th  
13 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced  
14 in discovery from “compelling reasons” standard when merits-related documents are  
15 part of court record). Accordingly, the terms of this protective order do not extend  
16 beyond the commencement of the trial.

#### 17 5. DESIGNATING PROTECTED MATERIAL

##### 18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this  
20 Order must take care to limit any such designation to specific material that qualifies  
21 under the appropriate standards.

22 The Designating Party must designate for protection only those parts of  
23 material, documents, items, or oral or written communications that qualify so that  
24 other portions of the material, documents, items, or communications for which  
25 protection is not warranted are not swept unjustifiably within the ambit of this Order.  
26 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
27 shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
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1 to unnecessarily encumber the case development process or to impose unnecessary  
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.  
3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6       5.2 Manner and Timing of Designations. Except as otherwise provided in  
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
9 under this Order must be clearly so designated before the material is disclosed or  
10 produced.

11       Designation in conformity with this Order requires:

12       (a) for information in documentary form (e.g., paper or electronic documents,  
13 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
14 Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter  
15 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
16 portion or portions of the material on a page qualifies for protection, the Producing  
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins).

19       A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and before  
22 the designation, all of the material made available for inspection shall be deemed  
23 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
24 copied and produced, the Producing Party must determine which documents, or  
25 portions thereof, qualify for protection under this Order. Then, before producing the  
26 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"  
27 to each page that contains Protected Material. If only a portion or portions of the  
28 material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (b) for testimony given in depositions that the Designating Party identify the  
4 Disclosure or Discovery Material on the record, before the close of the deposition.

5 (c) for information produced in some form other than documentary and for  
6 any other tangible items, that the Producing Party affix in a prominent place on the  
7 exterior of the container or containers in which the information is stored the legend  
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
9 protection, the Producing Party, to the extent practicable, shall identify the protected  
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
12 failure to designate qualified information or items does not, standing alone, waive the  
13 Designating Party’s right to secure protection under this Order for such material.  
14 Upon timely correction of a designation, the Receiving Party must make reasonable  
15 efforts to assure that the material is treated in accordance with the provisions of this  
16 Order.

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
19 designation of confidentiality at any time that is consistent with the Court’s  
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
22 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly  
23 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding  
25 shall be on the Designating Party. Frivolous challenges, and those made for an  
26 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
27 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is entitled  
2 under the Producing Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
10 Protected Material must be stored and maintained by a Receiving Party at a location  
11 and in a secure manner that ensures that access is limited to the persons authorized  
12 under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
16 only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
19 disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the Court and its personnel;

26 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
11 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
12 testimony or exhibits to depositions that reveal Protected Material may be separately  
13 bound by the court reporter and may not be disclosed to anyone except as permitted  
14 under this Stipulated Protective Order; and (i) any mediator or settlement officer, and  
15 their supporting personnel, mutually agreed upon by any of the parties engaged in  
16 settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall  
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to  
25 issue in the other litigation that some or all of the material covered by the subpoena or  
26 order is subject to this Protective Order. Such notification shall include a copy of this  
27 Stipulated Protective Order; and  
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as “CONFIDENTIAL” before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this Action to  
10 disobey a lawful directive from another court.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Non-  
14 Party in this Action and designated as “CONFIDENTIAL.” Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order.

17 Nothing in these provisions should be construed as prohibiting a Non-Party  
18 from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non- Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party  
24 that some or all of the information requested is subject to a confidentiality agreement  
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this Court  
4 within 14 days of receiving the notice and accompanying information, the Receiving  
5 Party may produce the Non- Party's confidential information responsive to the  
6 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
7 Party shall not produce any information in its possession or control that is subject to  
8 the confidentiality agreement with the Non-Party before a determination by the Court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
10 of seeking protection in this Court of its Protected Material.

#### 11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
17 persons to whom unauthorized disclosures were made of all the terms of this  
18 Order, and (d) request such person or persons to execute the "Acknowledgment  
19 and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR 21 OTHERWISE PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted to  
3 the Court.

## 4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue; good cause must be shown in the request to file  
16 under seal. If a Party's request to file Protected Material under seal is denied by the  
17 Court, then the Receiving Party may file the information in the public record unless  
18 otherwise instructed by the Court.

## 19 13. FINAL DISPOSITION

20 After the final disposition of this Action, within 60 days of a written request  
21 by the Designating Party, each Receiving Party must return all Protected Material to  
22 the Producing Party or destroy such material. As used in this subdivision, "all  
23 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
24 other format reproducing or capturing any of the Protected Material. Whether the  
25 Protected Material is returned or destroyed, the Receiving Party must submit a written  
26 certification to the Producing Party (and, if not the same person or entity, to the  
27 Designating Party) by the 60 day deadline that (1) identifies (by category,  
28 where appropriate) all the Protected Material that was returned or destroyed and (2)

1 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
2 summaries or any other format reproducing or capturing any of the Protected Material.  
3 Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
5 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
6 and consultant and expert work product, even if such materials contain Protected  
7 Material. Any such archival copies that contain or constitute Protected Material  
8 remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1           14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4           IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 Respectfully submitted,

6  
7 Date: December 5, 2017

THE LAW OFFICE OF KEVIN S. CONLOGUE

8 By: /s/ Kevin S. Conlogue

9 Kevin S. Conlogue, Attorney for Plaintiff, JEFFREY  
GOODIN

10 Date: December 5, 2017

Law Office of D. Wayne Leech a Professional  
Corporation

12 By: /s/ D. Wayne Leech

13 D. Wayne Leech, Attorney for Defendants CITY OF  
14 GLENDORA, DETECTIVE CRAWFORD,  
15 DETECTIVE ZIINO, LIEUTENANT DEMOND,  
16 OFFICER STEIN, OFFICER HOWELL,  
17 SERGEANT BARRETT, and SERGEANT GOLD

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19  
20 DATED: December 12, 2017



21 \_\_\_\_\_  
Paul L. Abrams  
22 United States Magistrate Judge  
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